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EL979954200

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of: Clifton W. Wood, Jr.

Appn. Serial No.: 10/693,696 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages and Communications Systems

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE APPLICATION ON BEHALF OF INVENTOR WHO REFUSES TO SIGN OR CANNOT BE FOUND (37 C.F.R. ' 1.47(b))

Dear Sir:

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventor, Clifton W. Wood, Jr., who refuses to join in the application.

2. This Petition is accompanied by, (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts, and (iii) the last known address of the non-signing inventor as set forth in the accompanying Statement of Facts in Support of Filing on Behalf of Non-Signing Inventor (37 C.F.R. ' 1.47).

03/09/2004 CCHAU1 00000075 10693696 130.00 OP
02 FC:1460

3. The fee set forth in ' 1.17(h) $130.00), required by 37 C.F.R. ' 1.47(b), is paid as follows:

 a) Attached is a check in the amount of $130.00

 b) Charge any additional fees required by this paper or credit any overpayment to Deposit Account No. 23-0925.

4. The person making this statement is a person authorized to sign on behalf of the owner on the basis of an Assignment from the inventor to Micron Communications, Inc. which was recorded on February 19, 1998, at Reel 8985, Frame 0218-0221 and further by a Notice of Merger of Micron Communications, Inc. into Micron Technologies, Inc., which was recorded on November 9, 1999, at Reel 010373, Frame 0405-0415.

Respectfully submitted,

Micron Technology, inc.

Date: 2/24/04

By: _____
Name: David J. Kaplan
Title: Associate General Counsel

EL979954200

REISSUE APPLICATION DECLARATION

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter which is described and claimed in Letters Patent No. 6,307,847, granted on October 23, 2001, and for which invention I solicit a reissue patent on the invention entitled METHOD OF ADDRESSING MESSAGES AND COMMUNICATIONS SYSTEMS, Reissue Application Serial No. 10/693,696, filed October 23, 2003.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I hereby state that I have reviewed and understand the contents of the specification, including the claims, as amended by the Amendment, which accompanied the Reissue Patent Application filed on October 23, 2003.

I acknowledge the duty to disclose information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations ' 1.56.

In an abundance of caution, in accordance with the duty to disclose information and in order to assist the Office in evaluating the current reissue application, I would like to bring to the attention of the Examiner events that occurred during prosecution of the application which ultimately issued into U.S. Patent No. 6,307,847 for which reissue is being sought. In an Examiner's Amendment accompanying the Notice of Allowance mailed May 14, 2001, Claim 42 of the application (Claim 1 of the patent) was amended as follows:

A method of establishing wireless communications between an interrogator and individual ones of multiple wireless identification devices, the wireless identification devices having

respective identification numbers and being addressable by specifying identification numbers with any one of multiple possible degrees of precision, the method comprising utilizing a tree search in an arbitration scheme to determine a degree of precision necessary to establish one-on-one communications between the interrogator and individual ones of the multiple wireless identification devices, a search tree being defined for the tree search method, the tree having multiple selectable levels respectively representing subgroups of the multiple wireless identification devices, the level at which a tree search starts being variable, the method further comprising starting the tree search at ~~a~~ any selectable level of the search tree. Claim 65 of the application (Claim 24 of the patent) was amended by Examiner's Amendment as follows: A communication system comprising an interrogator, and a plurality of wireless identification devices configured to communicate with the interrogator in a wireless fashion, the wireless identification devices having respective identification numbers, the interrogator being configured to employ a tree search, in a search tree having multiple selectable levels, to determine the identification numbers of the different wireless identification devices with sufficient precision so as to be able to establish one-on-one communications between the interrogator and individual ones of the multiple wireless identification devices, wherein the interrogator is configured to start the tree search at ~~a~~ any selectable level of the search tree.

STATEMENT OF INOPERATIVENESS OF ORIGINAL PATENT:

I verily believe the original patent to be partly inoperative or invalid by reason of my having claimed less than I had a right to claim in the original patent. All errors which are being corrected in the present reissue application, up to the time of the filing of this reissue declaration, arose without any deceptive intention on my part.

CONCURRENT PROCEEDINGS:

The patent for which reissue is requested is not and has not been involved in any concurrent or prior interferences, reissues, reexaminations, or litigations.

IDENTIFICATION OF THE ERROR:

The error which results in the patent being partially inoperative or invalid includes a failure to claim a system wherein devices receiving a command from an interrogator are respectively configured to determine if their chosen random values fall within a specified group and, only if so, send a reply to the interrogator, wherein sending a reply to the interrogator comprises transmitting a unique identification number of the device sending the reply. More particularly, one instance of error is found in Claim 34, which is unduly limited, in part, by being limited by reciting that sending a reply to the interrogator comprises transmitting both a random value of the device sending the reply and the unique identification number of the device sending the reply. This error in Claim 34 is addressed by the accompanying reissue application by presenting Claim 38 which tracks issued Claim 34, but which omits the limitation related to transmitting the random value of the device sending the reply. Claim 34, and other claims include additional errors through inclusion of other limitations that are not included in claims added in the accompanying Amendment. Thus, this is a broadening reissue application.

Every error in the patent which was corrected in the present reissue application, and which is not covered by a prior oath/declaration submitted in this application, arose without any deceptive intention on the part of the applicant.

POWER OF ATTORNEY

As a named inventor, I hereby appoint the following attorneys to prosecute this reissue application and transact all business in the Patent and Trademark Office connected therewith: Mark S. Matkin, Reg. No. 32,268; Deepak Malhotra, Reg. No. 33,560; Mark W. Hendricksen, Reg. No. 32,356; David G. Latwesen, Reg. No. 38,533; George G. Grigel, Reg. No. 31,166; Keith D. Grzelak, Reg. No. 37,144, James D. Shaurette, Reg. No. 39,833; D. Brent Kenady, Reg. No. 40,045; James E. Lake, Reg. No. 44,854; Jennifer J. Taylor, Reg. No. 48,711; Robert C. Hyta, Reg. No. 46,791; and Satheesh K. Karra, Reg. No. 40,246.

Direct all communications to Deepak Malhotra, at WELLS ST. JOHN P.S., 601 W. First Avenue, Suite 1300, Spokane, WA 99201-3828. Telephone: (509) 624-4276; (PTO Customer No. 021567).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statement may jeopardize the validity of the application or any patent issued therefrom.

* * * * * * * * * * *

Full name of sole inventor: **Clifton W. Wood, Jr.**

Inventor's Signature: Clifton W. Wood, Jr., by his attorney-in-fact, David J. Kaplan, Esq.

Date: 2/24/04

Residence: **Tulsa, OK 74133**

Citizenship: **United States of America**

Post Office Address: **7802 E. 97th St. Apt. 7309**
Tulsa, OK 74133



EL979954200

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of: Clifton W. Wood, Jr.

Appn. Serial No.: 10/693,696 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

ADDED PAPER TO REISSUE DECLARATION FOR SIGNATURE BY A PERSON WITH SUFFICIENT PROPRIETARY INTEREST ON BEHALF OF AN INVENTOR WHO REFUSES TO SIGN PURSUANT TO 37 C.F.R. '1.47(b)

Dear Sir:

I, David J. Kaplan, hereby declare that I am a citizen of the United States residing in Boise, Idaho, and I am authorized by the following juristic entity having sufficient proprietary interest:

MICRON TECHNOLOGY, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83716

By virtue of this proprietary interest, I am signing this Declaration on behalf of, as attorney-in fact, and as agent for Clifton W. Wood, Jr., who is a U.S. citizen, and who resides at 7802 E. 97th Street, Apt. 7309, Tulsa, Oklahoma 74133, U.S.A., and who has refused to sign.

Upon information and belief, I aver those facts that the inventor is required to state pursuant to 37 C.F.R. ' 1.64(b).

Accompanying this Declaration is a Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor Who Refuses to Sign, and a Statement of Facts in Support of filing on behalf of the non-signing inventor including a Statement Establishing Appropriate Proprietary Interest in the subject matter of the present patent application.

The appropriate Petition fee pursuant to 37 C.F.R. ' 1.17(i) is enclosed.

Respectfully submitted,

Date: 2/24/04

By: _____
David J. Kaplan
Associate General Counsel
MICRON TECHNOLOGY, INC.



EL979954200

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of:	Clifton W. Wood, Jr.		
Appn. Serial No.:	10/693,696	Group No.:	2661
Filed:	October 23, 2003	Examiner:	Unassigned
For:	Method of Addressing Messages and Communications System		

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT ESTABLISHING PROPRIETARY INTEREST BY A PERSON SIGNING ON BEHALF OF A NON-SIGNING INVENTOR

Dear Sir:

I, David J. Kaplan, Associate General Counsel of Micron Technology, Inc., a Delaware corporation, having a principal place of business at 8000 South Federal Way, Boise, Idaho 83716, am a person signing the Declaration on the above identified application on behalf of or as agent for the non-signing inventor and I hereby make this statement as to facts establishing Micron Technology, Inc.=s proprietary interest in the above identified invention.

As of the date I signed the present Declaration for this application, the proprietary interest in this invention belonged to Micron Technology, Inc., a Delaware Corporation having the address noted above. Still further, I am Associate General Counsel for Micron Technology, Inc. and I am fully authorized to sign this statement on behalf of Micron Technology, Inc. Further, I have first hand knowledge of all the facts in this document.

On behalf of Micron Technology, Inc., I establish the proprietary interest in the above identified invention by way of attaching a copy of a previous Assignment from Clifton W. Wood, Jr., to Micron Communications, Inc., as well as by an Employment Agreement executed by Clifton W. Wood, Jr., whereby Clifton W. Wood, Jr. agreed to assign all his inventions to Micron Communications, Inc. Micron Technology, Inc., acquired proprietary interest from Micron Communications, Inc., by way of a Notice of Merger dated September 1, 1999, a copy of which is attached.

Clifton W. Wood, Jr., developed this invention within the scope of his duties, and while an employee of Micron Communications, Inc.

A Statement Under 37 C.F.R. §3.73(b) was filed with the Reissue Application.

Respectfully submitted,

Micron Technology, Inc.

Date: 2/24/04

By: _____

Name: David J. Kaplan
Title: Associate General Counsel

EL979954200

MICRON COMMUNICATIONS, INC.

ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON COMMUNICATIONS, INC. or any subsidiary thereof (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U. S. and foreign letters patent and U. S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers', products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

4-7-93
Date

Employee

Witness

OIPE
MAR 0 3 2004
PATENT & TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 20, 1998

PTAS

100646800A

WELLS, ST. JOHN, ROBERTS, ET AL
DEEPAK MALHOTRA
601 W. FIRST AVENUE
SUITE 1300
SPOKANE, WA 99201-3817

EV318284646

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 02/19/1998

REEL/FRAME: 8985/0218
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
WOOD, JR. CLIFTON

DOC DATE: 02/02/1998

ASSIGNEE:
MICRON COMMUNICATIONS, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83706

SERIAL NUMBER: 09026043
PATENT NUMBER:

FILING DATE: 02/19/1998
ISSUE DATE:

DIANE RUSSELL, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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PATENT & TRADEMARK OFFICE

Form PTO-1595
1-31/92

RE 03-02-1998

100646800

T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying Part(ies):

Clifton Wood, Jr. MRD 2/19/98

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Micron Communications, Inc.

Internal Address:

Street Address: 8000 South Federal Way

City: Boise, State: ID Zip: 83706

Additional names(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Security Agreement
☐ Merger ☐ Change of Name
☐ Other

Execution Date: February 2, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: February 2, 1998

A. Patent Application No.(s): 09/026043

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deepak Malhotra

Internal Address: Wells, St. John, Roberts, Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3817

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41). $ 40
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

02/26/1998 LTYSON 00000015 09026043
04 FC:581 40.00 OP

Deepak Malhotra	Deepak Malhotra	Feb 19 1998
Name of Person Signing	Signature	Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

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PATENT ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

INVENTOR:

Clifton W. Wood, Jr.
P.O. Box 2132
Boise, ID 83701

ASSIGNEE:

Micron Communications, Inc.
Corporation of the State of Idaho
8000 South Federal Way
Boise, Idaho 83706-9632

BACKGROUND OF THIS ASSIGNMENT:

INVENTOR has conceived certain new and useful inventions disclosed in a United States patent application titled **Method of Addressing Messages and Communications System.**

MICRON COMMUNICATIONS, INC. desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

In consideration of good and valuable consideration, the receipt sufficiency and adequacy of which is hereby acknowledged, INVENTOR hereby sells, assigns and transfers to MICRON COMMUNICATIONS, INC.

the entire right and interest in the above-identified application executed concurrently with this assignment and to any reissues, renewals, divisions or

continuations thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to MICRON COMMUNICATIONS, INC. for the sole use of MICRON COMMUNICATIONS, INC., its successors or assigns.

INVENTOR further agrees to execute, at the request and expense of MICRON COMMUNICATIONS, INC. such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any application papers required for the filing of any division, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the invention assigned hereby.

INVENTOR further assigns to MICRON COMMUNICATIONS, INC. the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. MICRON COMMUNICATIONS, INC. is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTOR agrees to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting

Letters Patent to MICRON COMMUNICATIONS, INC. as well as all other necessary papers in relation to such applications and Letters Patent.

INVENTOR further warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full rights to convey the same as herein expressed is possessed by the undersigned.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignees.

(Signature) _____ Date: 2-2-98
Clifton W. Wood, Jr.

State of _____)
) ss.
County of _____)

BEFORE ME, this 2nd day of February 1998 personally appeared the above-named inventor, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Notary or Consular Officer
My Commission Expires: 4-24-98

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PATENT & TRADEMARK OFFICE
JC609

FEBRUARY 14, 2000

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

PTAS

WELLS ST. JOHN ROBERTS GREGORY & MATKIN
MARK S. MATKIN, ESQ.
601 W. FIRST AVENUE, STE. 1300
SPOKANE, WA 99201-3828

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UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 11/09/1999

REEL/FRAME: 010373/0405
NUMBER OF PAGES: 11

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MICRON COMMUNICATIONS, INC.

DOC DATE: 09/01/1999

ASSIGNEE:
MICRON TECHNOLOGY, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83706-9632

SERIAL NUMBER: 09026043
PATENT NUMBER:

FILING DATE: 02/19/1998
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

EL979954200

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
MICRON COMMUNICATIONS, INC.,
an Idaho corporation,
WITH AND INTO
MICRON TECHNOLOGY, INC.
a Delaware corporation

In accordance with Section 253 of the General Corporation Law of Delaware

Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on the 6th day of April, 1984, pursuant to the Laws of the State of Delaware,

SECOND: That the Corporation owns of record more than ninety percent of the outstanding shares of the capital stock of Micron Communications, Inc., a corporation incorporated on the 19th day of February, 1993, pursuant to the Laws of the State of Idaho ("MCC"),

THIRD: That the Corporation, by the following resolutions of the MCC Committee of its Board of Directors, duly adopted as of July 28, 1999, determined to and did merger into itself said MCC:

NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger, in the form attached hereto (the "Merger Plan"), each of the transactions contemplated thereby and each of the other matters provided for therein, be and hereby are authorized and approved;

RESOLVED FURTHER, that the Corporation as of the sole shareholder of MCC hereby waives the mailing requirement called for by Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA");

FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, in the name and on behalf of the Corporation, to (i) execute and deliver the Certificate of Ownership and Merger, in the form attached hereto, to the Secretary of State of the State of Delaware for filing thereby in accordance with Section 253 of the Delaware General Corporation Law (the "DGCL"), and (ii) execute and deliver the Articles of Merger, in the form attached hereto, to the Secretary of State of the State of Idaho for filing thereby in accordance with Section 30-1-1105 of the IBCA;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Corporation be, and each hereby is, within the terms of the foregoing resolutions, ratified, confirmed and approved as the act and deed of the Corporation;

FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, in the name and on behalf of the Corporation, to take all such actions and to execute and deliver all such instruments and documents, as such officer may, in such officer's sole discretion, deem necessary, appropriate or advisable to effectuate the foregoing resolutions, with the execution and delivery of such instruments and documents to be conclusive evidence of such officer's authority with respect thereto.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the Effective Time (as defined in the Merger Plan).

IN WITNESS WHEREOF, the undersigned has affirmed the statements herein as true and as the act and deed of Micron Technology, Inc., under penalties of perjury, as of the 28th day of July, 1999.

MICRON TECHNOLOGY, INC.

By: _____

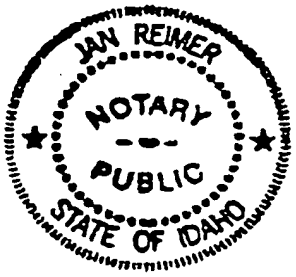
Print Name: Steven R. Appleton

Title: President and Chief Executive Officer

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of July, 1999, before me, a Notary Public in and for said State, personally appeared Steven R. Appleton, known or identified to me to be the President and Chief Executive Officer of Micron Technology, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jan Reimer
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 9/1/2001

FILED

99 SEP -2 AM 7:51

SECRETARY OF STATE
STATE OF IDAHO

SEP 1 11 14 AM

ARTICLES OF MERGER
MERGING
MICRON COMMUNICATIONS, INC.,
an Idaho corporation,
WITH AND INTO
MICRON TECHNOLOGY, INC.,
a Delaware corporation

In accordance with Section 30-1-1104 of the Idaho Business Corporation Act

Micron Technology, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

1. The constituent corporations (the "Constituent Corporations") in the merger (the "Merger") are Micron Communications, Inc., an Idaho corporation ("MCC"), and Micron Technology, Inc., a Delaware corporation ("MTI").

2. MTI owns of record more than ninety percent (90%) of the issued and outstanding shares of capital stock of MCC.

3. A Plan of Merger (the "Merger Plan") has been duly authorized and approved by the MCC Committee of the Board of Directors of MTI in accordance with Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA"). The Merger Plan is attached hereto as Exhibit A and is incorporated herein by this reference.

4. Pursuant to the Merger Plan, MCC is being merged with and into MTI, with MTI being the surviving corporation in the Merger.

5. Neither the shareholders of MTI, the surviving corporation in the Merger, nor MCC, the disappearing corporation in the Merger, were required to approve the Merger pursuant to the provisions of the Delaware Business Corporation Law and the IBCA.

6. The Merger shall become effective at 12:01 a.m. on the date on which these Articles of Merger are filed with the Secretary of State of the State of Idaho.

* * *

IDAHO SECRETARY OF STATE
09/01/1999 09:00
CK: 54336 CT: 28522 BH: 246795
1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C101147

IN WITNESS WHEREOF, Micron Technology, Inc. has caused these Articles of Merger to be executed by its duly authorized officers this 28th day of July, 1999.

MICRON TECHNOLOGY, INC.

By: _____
Print Name: Steven R. Appleton
Title: President and Chief Executive Officer

ATTEST:

By: _____
Print Name: Roderic W. Lewis
Title: Vice President of Legal Affairs, General Counsel and Corporate Secretary

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (this "Merger Plan") has been adopted by MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), as of the 28th day of July, 1999.

RECITALS:

WHEREAS, MTI owns of record more than ninety percent of the issued and outstanding shares of capital stock of Micron Communications, Inc., an Idaho corporation ("MCC"); and

WHEREAS, the MCC Committee of the Board of Directors of MTI has deemed it advisable for the benefit of MTI and its shareholders that MCC be merged with and into MTI, pursuant to the provisions relating to parent/subsidiary mergers set forth in the Idaho Business Corporation Act and the Delaware General Corporation Law (the "Merger") and this Merger Plan.

FILED
SECRETARY OF STATE
STATE OF IDAHO
11 14 AM '99

NOW, THEREFORE, pursuant to resolutions duly adopted by the Board of Directors of MTI, the Merger shall be effectuated in accordance with the following terms and provisions:

ARTICLE 1
THE MERGER

1.1 The Merger.

Subject to the terms and conditions of this Merger Plan, in accordance with Part 11 of the Idaho Business Corporation Act (the "IBCA") and Title 8 of the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in *Section 1.2* hereof), MCC shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MCC shall cease and (ii) MTI shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. As a result of the Merger, the outstanding shares of capital stock of MCC shall be converted or cancelled in the manner provided in *Article 2* hereof.

1.2 Effective Time of the Merger.

As the sole shareholder of MCC, MTI has waived the mailing requirement pertaining to the Merger Plan set forth in Section 30-1-1104 of the IBCA. Upon adoption of this Merger Plan, (a) a Certificate of Ownership and Merger shall be executed by MTI and filed with the Secretary of State of the State of Delaware pursuant to Section 253 of the DGCL, and (b) Articles of Merger shall be executed by MTI and filed with the Secretary of State of the State of Idaho, pursuant to Section 30-1-1105 of the IBCA. The "Effective Time" of the Merger shall be, and such term as used herein shall mean, 12:01 a.m., Mountain Time, on the later of the date of filing with and approval of the Certificate and Ownership of Merger or Articles of Merger by the Delaware or Idaho Secretary of State, respectively.

1.3 Certificate of Incorporation and Bylaws of the Surviving Corporation.

At the Effective Time, (i) the Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and (ii) the By-laws of MTI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.4 Directors and Officers of the Surviving Corporation.

The directors and officers of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws and any written agreements between MTI and such officers and directors.

1.5 Effects of the Merger.

At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the IBCA.

ARTICLE 2
CONVERSION OF SHARES

2.1 Conversion of Shares.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value $0.10 per share, of MCC ("MCC Common Stock") then issued and outstanding shall be cancelled and cease to exist.

2.2 Closing Stock Transfer Books.

As of the Effective Time, it shall be deemed that the stock transfer books of MCC applicable to MCC Common Stock are closed and no transfer of shares of MCC Common Stock on such books shall thereafter be made.

ARTICLE 3
MISCELLANEOUS

3.1 Abandonment.

At any time before the Effective Time, this Merger Plan may be terminated and the Merger may be abandoned by the Board of Directors of MTI.

3.2 Amendment.

At any time prior to the Effective Time, this Merger Plan may be amended by the Board of Directors of MTI to the fullest extent permitted by applicable law.

3.3 Applicable Law.

This Merger Plan shall be construed and interpreted in accordance with the laws of the State of Idaho.

* * *

OIPE JC699
MAR 0 3 2004
PATENT & TRADEMARK OFFICE

CERTIFICATION

The undersigned hereby certifies that the foregoing Plan of Merger was duly adopted by the MCC Committee of the Board of Directors of Micron Technology, Inc., as of July 28, 1999.

Dated: July 28, 1999

Roderic W. Lewis
Vice President of Legal Affairs,
General Counsel and Corporate Secretary

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MICRON COMMUNICATIONS, INC.", A IDAHO CORPORATION,

WITH AND INTO "MICRON TECHNOLOGY, INC." UNDER THE NAME OF "MICRON TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2032425 8100M

991367410

AUTHENTICATION: 9951840

DATE: 09-02-99

OIPE
MAR 0 3 2004
PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Serial No. 09/026,043
Filing Date February 19, 1998
Inventor Clifton W. Wood, Jr.
Group Art Unit 2732
Examiner Unknown
Attorney's Docket No. MI40-118
Title: Method of Addressing Messages, and Communications System

NOTICE OF MERGER

To: Box Assignment
Assistant Commissioner for Patents
Washington, D.C. 20231

From: Mark S. Matkin (Tel. 509-624-4276; Fax 509-838-3424)
Wells, St. John, Roberts, Gregory & Matkin P.S.
601 W. First Avenue, Suite 1300
Spokane, WA 99201-3828

Sir:

HEREBY TAKE NOTICE that the above-captioned application, and any patent issued thereon, has been transferred to Micron Technology, Inc., a Delaware Corporation, by reason of merger of Micron Communications, Inc., effective as of September 1, 1999, all as set forth in a Certificate of Ownership and Merger on file with

the Secretary of State of Delaware, and as certified by the Secretary of State of the State of Delaware.

Respectfully submitted,

Dated: 11-5-99

By: _____
Mark S. Matkin
Reg. No. 32,268

Encls.: Copy of Certified Certificate of Ownership and Merger dated 9/1/99

MAR 0 3 2004
U.S. PATENT & TRADEMARK OFFICE

Form PTO-1595
1-31/92

R

11-16-1999

101201725

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MNS 11/16/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of Conveying Part(ies):

Micron Communications, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes X No

2. Name and address of receiving party(ies):

Name: Micron Technology, Inc.

Internal Address:

Street Address: 8000 South Federal Way

City: Boise State: ID Zip: 83706-9632

Additional names(s) & address(es) attached: ☐ Yes X No

3. Nature of conveyance:

☐ Assignment ☐ Security Agreement
X Merger ☐ Change of Name
☐ Other

Execution Date: September 1, 1999

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: __

A. Patent Application No.(s):

09/026,043

Additional numbers attached: ☐ Yes X No

B. Patent No.(s)

Additional numbers attached: ☐ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Matkin, Esq.

Internal Address:
Wells, St. John, Roberts,
Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3828

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41). $40.00

X Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Matkin
Name of Person Signing

Signature

11-5-99
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 13

OMB No. 0651-0011 (exp. 9/94)

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Mail documents to be recorded with required cover sheet information to:

ASSISTANT COMMISSIONER FOR PATENTS
BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

11/15/1999 DNGUYEN 00000226 09026043
01 FC:581 40.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.



EL979954200

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of:	Clifton W. Wood, Jr.		
Appn. Serial No.:	10/693,696	Group No.:	2661
Filed:	October 23, 2003	Examiner:	Unassigned
For:	Method of Addressing Messages and Communications System		

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR (37 C.F.R. '1.47)

Dear Sir:

I, David J. Kaplan, Associate General Counsel for Micron Technology, Inc., a juristic entity having a sufficient proprietary interest in the above identified invention hereby make this Statement of Facts in support of the submission of the present application pursuant to 37 C.F.R. '1.47.

I hereby declare that I am a person having first hand knowledge of the facts as stated herein and that I am authorized on behalf of Micron Technology, Inc. to execute the present Statement.

According to my knowledge and belief the subject matter of the present invention was developed in its entirety while Clifton W. Wood, Jr., was an employee of Micron Communications, Inc., and Clifton W. Wood, Jr., has assigned this invention to Micron Communications, Inc., by virtue of an Assignment recorded on February 19, 1998, at Reel 8985, Frame 0218-0221. Micron Technology, Inc., acquired rights to this invention by way of a Notice of Merger, recorded on November 9, 1999, at Reel 010373, Frame 0405-0415. Clifton W. Wood, Jr., is also obligated to assign the present invention by virtue of an Employment Agreement, a copy of which is attached.

The last known address of the inventor, Clifton W. Wood, Jr., is 7802 E. 97th Street, Apt. 7309, Tulsa, Oklahoma 74133.

On January 21, 2004, I spoke with Clifton W. Wood, Jr., in a telephone conversation to discuss the application and to request execution of the Declaration. During the telephone conversation, Clifton W. Wood, Jr., indicated his refusal to execute the present application contrary to the provisions of the above mentioned Employment Agreement. Mr. Wood's date of termination of employment was February 20, 2003.

Filing of this application by Micron Technology, Inc., is necessary to preserve the rights of the parties or to prevent irreparable damage by securing a filing date and protecting Micron Technology, Inc.'s valuable intellectual property rights in this technology. Without this filing, competitors may establish earlier filing dates, which would prejudice Micron Technology, Inc.

Respectfully submitted,

Date: 2/24/04

By: _____
David J. Kaplan
Associate General Counsel
MICRON TECHNOLOGY, INC.

MICRON COMMUNICATIONS, INC.

EL 979954200

ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON COMMUNICATIONS, INC. or any subsidiary thereof (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U. S. and foreign letters patent and U. S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers', products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

4-7-93
Date

Employee

Witness

925-001718
Rev. 03/03

OIPE
MAR 0 3 2004
PATENT & TRADEMARK OFFICE

EL979954200

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of:	Clifton W. Wood, Jr.		
Appn. Serial No.:	10/693,696	Group No.:	2661
Filed:	October 23, 2003	Examiner:	Unassigned
For:	Method of Addressing Messages and Communications System		

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR (37 C.F.R. §1.47)

Dear Sir:

I, Deepak Malhotra, residing in Spokane, WA, am a member of the firm of Wells St. John P.S., serving as a patent attorney for Micron Technology, Inc., a juristic entity having a sufficient proprietary interest in the above identified invention, and hereby make this Statement of Facts in support of the submission of the present application pursuant to 37 C.F.R. §1.47.

I hereby declare that I am a person having first hand knowledge of the facts as stated herein and that I am authorized on behalf of Micron Technology, Inc. to execute the present Statement.

On January 27, 2004, I sent a letter to Clifton W. Wood, Jr., by U.S. Express Mail No. EL 979953898 US, addressed to him in care of his current employer, Aeromet, Inc., 112 Beechcraft Drive, Jones Riverside Airport, Tulsa, OK 74133, in which I requested his signature of the Reissue Application Declaration. I also enclosed a prepaid U.S. Express Mail envelope, Express Mail No. EL 979953884 US for his use in returning the signed Declaration to me. The letter included the statement, "If I do not hear from you by February 10, 2004, we will assume that you are refusing to sign and will proceed to file a petition under 37 CFR §1.47(b) stating that you are refusing to sign." The letter contained the following papers: Reissue Declaration; and Reissue Application (Copy of U.S. Patent No. 6,307,847 w/Certificate of Correction, and Preliminary Amendment Under 37 C.F.R. §1.173(b)).

Copies of the January 27, 2004 letter and the two U.S. Express Mail Receipt Nos. EL 979953898 US and EL 979953884 US are attached to this Statement of Facts.

The tracking information available on the United States Postal Service website for U.S. Express Mail Shipment No. EL 979953898 US shows that this package arrived in Tulsa, Oklahoma on January 29, 2004, at 8:26 AM., was delivered on January 29, 2004 at 11:15 AM, and was signed by D. Stone. A copy of the tracking information for this package, as obtained from the United States Postal Service website, is attached, along with a copy of the scanned image of the recipient information.

No tracking information is available for the return U.S. Express Mail Envelope EL 979953884 US, which was provided for Mr. Wood's use in returning the signed Declaration to me, indicating that he did not return any paperwork.

Respectfully submitted,

Date: March 3, 2004 By: _____

Deepak Malhotra, Reg. No. 33,560
Wells St. John P.S.
Patent Attorney for
MICRON TECHNOLOGY, INC.

EL 979953898 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Customer Co
Label 11-F June 2

Post Office To Addresse

ORIGIN (POSTAL USE ONLY)

PO ZIP Code: 99201	Day of Delivery: ☐ Next ☒ Second	Flat Rate Envelope: ☐
Date In: Mo. 1 Day 27 Year 4	☐ 12 Noon ☒ 3 PM	Postage: $ 17.85
Time In: 1440 ☐ AM ☒ PM	Military: ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee
Weight: 1 lbs. 0.20 ozs.	Int'l Alpha Country Code	COD Fee / Insurance Fee
No Delivery: ☐ Weekend ☐ Holiday	Acceptance Clerk Initials: SO	Total Postage & Fees: $ 17.85

DELIVERY (POSTAL USE ONLY)

Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature
Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature
Delivery Date: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature

☐ **WAIVER OF SIGNATURE** *(Domestic Only)* Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No.: X942332

Federal Agency Acct. No. or Postal Service Acct. No.:

FROM: (PLEASE PRINT) PHONE (509) 624 4270

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3828

MI40-362; 364; 365

TO: (PLEASE PRINT) PHONE (918) 299-2621

CLIFTON W. WOOD, JR.
C/O AEROMET, INC.
112 BEECHCRAFT DRIVE
JONES RIVERSIDE AIRPORT
TULSA, OK 74132

PRESS HARD.
You are making 3 copies.

FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.com

EMS

UNITED STATES POSTAL SERVICE

Track & Confirm

Shipment Details

You entered EL97 9953 898U S

Your item was delivered at 11:15 am on January 29, 2004 in TULSA, OK 74132. The item was signed for by D STONE.

Here is what happened earlier:

- ARRIVAL AT UNIT, January 29, 2004, 8:26 am, TULSA, OK 74107
- ENROUTE, January 29, 2004, 5:07 am, TULSA, OK 74158
- ENROUTE, January 28, 2004, 4:41 pm, TULSA, OK 74158
- ENROUTE, January 27, 2004, 7:17 pm, SPOKANE, WA 99224
- ACCEPTANCE, January 27, 2004, 4:40 pm, SPOKANE, WA 99201

Track & Confirm

Enter label number:

Track & Confirm FAQs

Notification Options

- **Track & Confirm by email** What is this? Go>
- **Request Proof of Delivery** What is this? Go>

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Preserving the Trust

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UNITED STATES POSTAL SERVICE

Date: 02/10/2004

Fax Transmission To: DEEPAK MALHOTRA
Fax Number: 509-838-3424

Dear DEEPAK MALHOTRA:

The following is in response to your 02/10/2004 request for delivery information on your Express Mail item number EL979953898US. The delivery record shows that this item was delivered on 01/29/2004 at 11:15 AM in TULSA, OK 74132 to D STONE. The scanned image of the recipient information is provided below.

Signature of Recipient: Delivery Section
Dawn Stone
Dawn Stone

Address of Recipient: 112 Beechcraft Dr

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

IT *Please Rush To Addressee*

FOR PICKUP OR TRACKING CALL 1-800-222-1811

EL979953884US



Mailing Label
Label 11-F June 2002

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL USE ONLY)			
PO ZIP Code	Day of Delivery ☐ Next ☐ Second	Flat Rate Envelope ☐	
Date In Mo. Day Year	☐ 12 Noon ☐ 3 PM	Postage $	
Time In ☐ AM ☐ PM	Military ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee	
Weight lbs. ozs.	Int'l Alpha Country Code	COD Fee	Insurance Fee
No Delivery ☐ Weekend ☐ Holiday	Acceptance Clerk Initials	Total Postage & Fees $	

DELIVERY (POSTAL USE ONLY)		
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

☐ **WAIVER OF SIGNATURE** *(Domestic Only)* Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No. X992332

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE 509 624 4276

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3828

(MI40-362; 364; 365)

TO: (PLEASE PRINT) PHONE (509) 624-4276

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W. FIRST AVE., SUITE 1300
SPOKANE, WA 99201-3828

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